

TCView Services Agreement

This TCView Services Agreement ("Agreement") is entered into on _____, 2004 ("Effective Date") between SBC Telecommunications, Inc., a Delaware corporation, with offices at 175 E. Houston Street, San Antonio, Texas 78205, as authorized agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin (collectively: "SBC Midwest Region 5-State") and Northeast Telephone Company a Wisconsin corporation with offices at 122 S. St. Augustine Street, Pulaski, WI 54162 ("Customer").

WHEREAS, SBC MIDWEST REGION 5-STATE agrees to furnish and Customer agrees to subscribe to the TCView Service ("TCView" or "Service") described below. The terms and conditions herein shall be referred to as the "Agreement", unless the context requires otherwise.

1. SERVICES DESCRIPTION

TCView is a product which allows view only access to the 9-1-1 Automatic Location Identification (ALI) database for telecommunications Carriers (TCs). By using TCView, a TC can conduct its own quality checks and error trouble shooting. Master Street Address Guide (MSAG) queries by state and Telephone Number (TN) queries by TC are allowed. Access to TN ALI records are restricted and secured by TC user ID and password. The TN records to which a TC has access is limited by Company ID.

Upon completing the User Profile, a User ID and password will be provided. The Ameritech Resource Center is available for primary support to TCView users.

2. FEES, PAYMENT AND TAXES

SBC MIDWEST REGION 5-STATE shall make the Service available to Customer at no charge. Customer agrees that, unless it is tax-exempt, it shall pay or be otherwise responsible for all taxes which arise under this Agreement, except for any taxes based on SBC MIDWEST REGION 5-STATE's income.

3. TERM

This Agreement shall be effective as of the date set forth above and, except as otherwise provided in this Agreement, shall continue in full force and effect for a period of one (1) year from the date of delivery of the services (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for consecutive one year terms until terminated by either party by providing at least thirty (30) days' written notice to the other party prior to the commencement of any one year renewal term. Notwithstanding the above, either Party may terminate this Agreement at any time for its sole convenience by providing Customer at least thirty (30) days prior written notice.

4. USE

Customer will use TCView in accordance with applicable law, including data privacy laws, communication regulations, tariffs and standard conditions of use established by SBC MIDWEST REGION 5-STATE. Customer shall not use the information contained in TCView for providing a non-telecommunications service. Upon thirty (30) days prior written notice, SBC MIDWEST REGION 5-STATE may impose additional terms and conditions relating to the use of the Service. Customer will be deemed to have accepted these additional terms and conditions unless Customer terminates the Agreement within thirty (30) days by providing written notice.

5. LICENSE

SBC MIDWEST REGION 5-STATE grants to Customer for the term of this Agreement, a non-exclusive and non-transferable license to use the telephone number data, routing information or other data provided by TCView for Customer's internal purposes only. Customer may not copy and/or distribute the licensed data to any third party. Customer shall not use the telephone number data, routing information or other data provided by TCView in a

manner which is not expressly permitted by the terms of this Agreement or which would violate the laws or regulations of any country. Customer will not resell TCVIEW or information obtained through TCVIEW.

6. CUSTOMER EQUIPMENT REQUIREMENTS

To assist in the maximum efficiency of TCVIEW, Customer must provide the following:

A stand-alone PC is not required for this application. TCVIEW will operate on an existing machine with other applications provided the operating requirements listed following are met. However, the PC used for this application must access TCVIEW through a modem, and not through a Local Area Network (LAN).

- An IBM compatible 486/66 or higher computer processor with
- 16 Megabytes of RAM
- 16 Megabytes of free hard disk space
- A Hayes compatible modem operating at speeds of 28.8 kbps or higher
- Super VGA (800x600 pixel, 16 color display drive) or better monitor
- Windows 95 or Windows NT software
- Mouse
- One (1) business line or equivalent

7. CONFIDENTIALITY

Customer acknowledges and agrees that the Service provided hereunder, and the data provided by **SBC MIDWEST REGION 5-STATE** hereunder, constitute valuable trade secrets and contain proprietary and confidential information; title thereto, and in all appurtenant patents, copyrights and other intellectual property rights, remains in **SBC MIDWEST REGION 5-STATE**. No title or interest in the data, or any part thereof, is hereby transferred to Customer except for the license as expressly provided herein. In the course of performing this Agreement, **SBC MIDWEST REGION 5-STATE** and Customer may disclose to each other information concerning their respective businesses, plans, customers, inventions, confidential know-how, copyrights and trade secrets, as may be necessary to further the purposes of this Agreement. All such information disclosed hereunder shall remain the sole property of the party disclosing them and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Among other things, the data and this Agreement are regarded as confidential information by **SBC MIDWEST REGION 5-STATE**. **SBC MIDWEST REGION 5-STATE** and Customer each agree to take all commercially reasonable precautions to prevent any unauthorized disclosure of such confidential information. The foregoing restrictions on disclosure shall survive the termination or expiration of this Agreement but shall not apply to any information which: (a) is in the public domain as of the date of receipt by the receiving party; (b) hereafter becomes known to the public through no fault of the receiving party; (c) is in the possession of the receiving party at the time of disclosure; (d) is independently developed by the receiving party's employees having no access to such confidential information; (e) is subsequently obtained by the receiving party from an independent, third party source having no obligation of confidentiality directly or indirectly to the disclosing party; or (f) the disclosure of which is required by law.

8. WARRANTY

SBC MIDWEST REGION 5-STATE warrants that it will comply with all applicable federal, state or local laws, rules and regulations or ordinances in its performance under this Agreement. **SBC MIDWEST REGION 5-STATE** does not warrant that the goods or services provided hereunder will meet Customer's requirements. EXCEPT AS SET FORTH IN THIS PARAGRAPH 8, AMERITECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATIONS OF LIABILITY

AS A MATERIAL CONDITION OF PROVIDING TCVIEW AS SET FORTH HEREIN AND IN REGARD TO ANY AND ALL CAUSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, FAILURE OF A REMEDY TO

ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE, CUSTOMER AGREES (a) THE LIABILITY OF AMERITECH WILL NOT EXCEED THE GREATER OF \$100 OR THE TOTAL AMOUNTS PAID BY CUSTOMER TO AMERITECH HEREUNDER FOR THE TCVIEW SERVICE; AND (b) AMERITECH, INCLUDING ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATION, SUPPLIERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF EACH, WILL NOT BE LIABLE TO OR THROUGH CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF AMERITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS, LOSS OF USE OF SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR FACILITIES, DOWNTIME COSTS, OR DAMAGES, AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

10. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.

11. NOTICES

Notices to either party shall be in writing to the address indicated below or at such other address as either party may later designate for itself in writing. Notices shall be deemed to be effective when received, or 24 hours following the date of postmark, if sent by prepaid certified mail, return receipt requested.

NOTICE CONTACT	NORTHEAST TELEPHONE COMPANY CONTACT	<u>SBC-13</u> STATE CONTACT
NAME/TITLE	Patrick Riordan /President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	122 S. St. Augustine Street	311 S. Akard, 9 th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	Pulaski, WI 54162	Dallas, TX 75202
FACSIMILE NUMBER	920-617-7329	214-464-2006

12. SEVERABILITY

Should any provision of this Agreement be found invalid, ineffective or unenforceable under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. WAIVER OF BREACH AND REMEDIES

No waiver of breach of any provision of this Agreement shall constitute a waiver of any other breach, of such provision. Failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof. The remedies, when specified under this Agreement, are exclusive. Otherwise, remedies shall be cumulative and additional to any other remedies in law or equity.

14. CHANGES

Any amendment, change or modification to this Agreement shall be made in writing and signed by the legally authorized representative(s) of both parties.

15. FORCE MAJEURE

Neither party will be liable to the other by reason of any failure in performing this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party.

16. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, provided, however, that (i) either party may assign this Agreement, without consent, to a successor in interest to substantially all of the

business of that party to which the subject matter of this Agreement relates; and (ii) **SBC MIDWEST REGION 5-STATE** may assign this Agreement, without consent, to a **SBC MIDWEST REGION 5-STATE** Subsidiary, which shall be defined as any of the subsidiaries of the Ameritech Corporation or any company which is greater than fifty percent (50%) owned by the Ameritech Corporation.

17. ENTIRE AGREEMENT

Both parties acknowledge that they have read this Agreement, that it is the complete and exclusive statement of the agreement between the parties, and that it supersedes all proposal and understandings, oral or written, relating to the subject matter of this Agreement. If Customer issues a purchase order or other similar document it shall be for Customer internal purposes and, therefore, even if it is acknowledged by **SBC MIDWEST REGION 5-STATE**, the terms and conditions of such purchase order or similar document will have no effect on this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date set forth above.

Northeast Telephone Company

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

OCN # _____